

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,) No. **FILED: MAY 29, 2008**
) **08CV3106** **AEE**
 v.)
)
 MICHAEL R. ANSLEY,) Judge **JUDGE GUZMAN**
)
 Defendant.) Judge **MAGISTRATE JUDGE SCHENKIER**

COMPLAINT

The United States, by Patrick J. Fitzgerald, United States Attorney for the Northern District of Illinois, brings this action against the defendant, Michael R. Ansley, and for its cause of action states:

1. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1345.
2. The defendant resides within the Northern District of Illinois.
3. The defendant became indebted to the United States as set forth in the Certificate of Indebtedness and promissory note(s) or contract(s) attached as Exhibits "A" and "B" respectively.

4. Although demand has been made for payment, there remains due and owing the principal sum of \$73,365.52, plus interest calculated through May 5, 2008 in the sum of \$2,096.10. Interest continues to accrue at the rate of 5.125 % per annum.

WHEREFORE, plaintiff demands judgment against the defendant as follows:

- a. in the amount of \$71,269.42, which represents principal and interest due through May 5, 2008;
- b. interest to continue to accrue at the rate of 5.125% per annum until the date of judgment;

- c. interest from the date of judgment at the statutory rate pursuant to 28 U.S.C. §1961 until paid in full;
- d. costs of suit, including but not limited to, a filing fee of \$350.00, as authorized by 28 U.S.C. § 1914(a), and
- e. for such other proper relief as this court may deem just.

Respectfully submitted,

PATRICK J. FITZGERALD
United States Attorney

By: s/ Melissa A. Childs
MELISSA A. CHILDS
Assistant United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604
(312) 353-5331



Rockville MD 20857

CERTIFICATE OF INDEBTEDNESS

Michael R. Ansley, D.C.
35 W 322 Fox River Dr
Saint Charles, IL 60174
Ref: 50143321

Total debt due to the United States of America as of May 5, 2008: \$73,365.52 (principal \$71,269.42, interest \$2,096.10, administrative costs \$0.00).

I certify that the Department of Health and Human Services records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$71,269.42 from May 5, 2008, at the rate of 5.125%. Interest accrues on the principal amount of this debt at the rate of \$10.01 per day. Interest is computed at a variable rate and is adjusted quarterly. Due to the annual compounding of interest, the current principal amount is greater than the original amount borrowed.

The claim arose in connection with a Government-insured Health Education Assistance Loan (HEAL) made by a private lender and assigned to the United States.

As a student at the National College of Chiropractic, you applied for and were granted Health Education Assistance Loans (HEAL), Section 701-720 of the Public Health Service Act (42 U.S.C. 292 f-p). You consolidated your HEAL loans into one HEAL Relief Account loan in the amount of \$38,250.03. You signed a promissory note on December 11, 1996, agreeing to repay the loan at a variable rate of interest.

Upon your leaving the National College of Chiropractic, you were granted forbearance agreements during the period of July 26, 1998, to January 25, 2001. You were furnished a repayment schedule by the SLMA on December 11, 2000, with notification that payments were to begin February 25, 2001. Between January 31, 1997, and October 19, 1999, you made seventeen (17) payments totaling \$2,979.09.

On June 25, 2001, the SLMA sent you a final demand letter to remit payment in full or your account would be filed as a default claim. You did not make any payments, nor did you respond.

On May 14, 2002, in the United States Bankruptcy Court, Northern District of Illinois, you filed a petition for relief under Title 11 U.S.C. Chapter 13 (Case No. 1:02bk18918). The bankruptcy was discharged on November 22, 2005, however, your HEAL debt was not dischargeable under bankruptcy.

Due to your bankruptcy, the SLMA filed an insurance claim with the Department of Health and Human Services (HHS). The claim in the amount of \$52,580.00 was paid on June 24, 2002, and an assignment of the note was received.

The HHS notified you by letter dated June 27, 2002, that the previous holder of your promissory note submitted an insurance claim and assigned your note to the U.S. Government.

In a letter dated January 19, 2006, you were notified that although payments on your HEAL debt had been suspended during your bankruptcy proceedings, your debt was not subject to cancellation by bankruptcy discharge. You were provided instructions for entering into a repayment agreement (RA) with notice that it must be completed and returned within thirty (30) days along with a good faith payment. You did not comply.

By letter dated March 31, 2006, you were notified that your account had been referred to OSI Collection



PAGE 2 - CERTIFICATE OF INDEBTEDNESS - MICHAEL R. ANSLEY, D.C.

Services for collection. You were advised that your account would be referred to the U.S. Department of Justice (DOJ) if you failed to either remit payment in full or enter into an RA. You did not comply.

In a letter dated May 18, 2006, you were notified of the DHHS' intent to refer your HEAL debt to other Federal agencies for the purpose of administrative offset under the Debt Collection Improvement Act of 1996. You were advised that a written response, an RA, or payment in full received within sixty (60) days from the date of the letter would terminate administrative offset action. You did not comply.

On September 11, 2006, you were notified that you had sixty (60) days in which to resolve your delinquent debt. You were advised that if you were unwilling to establish an RA, your case would be immediately referred to the Office of the Inspector General (OIG) for exclusion from participation in the Medicare/Medicaid Programs. The letter also informed you that in the event you did not enter into an RA, your debt would be referred to the DOJ for enforced collection. You did not comply.

The following provides a breakdown of payments applied to your account:

17 Payments to Lender	01/31/97 to 10/19/99	\$2,979.09
Payments to HHS	02/06/03 to 04/12/05	\$ <u>410.56</u>
Total Amount Applied		\$3,389.65

Repeated attempts by HHS have been unsuccessful in establishing an acceptable repayment schedule for your debt. Because of your lack of cooperation the federal government is exercising its option and declaring your note due and payable. Accordingly, your debt has now been referred to the DOJ for enforced collection.

The amount due should be remitted by check, draft or money order(s) payable to the "U.S. Department of Justice" and mailed directly to the United States Attorney, Northern District of Illinois, Everett McKinley Dirksen Bldg, Room 500 S, 219 S. Dearborn St., Chicago, IL 60604-1702.

CERTIFICATION: Pursuant to 28 U.S.C. 1746, I certify under penalty of perjury that the foregoing is true and correct.

May 5, 2008
Date


Barry M. Blum
Chief, Referral Control Section
Debt Management Branch

AFFIDAVIT/INDEMNITY FOR LOST OR ILLEGIBLE PROMISSORY NOTE

Diane E Klings, authorized representative of the Student Loan Marketing Association, Loan Servicing Center/Pennsylvania ("Sallie Mae"), being duly sworn, says that an original promissory note was executed for the HEAL loans(s) disbursed/dated

01/30/97

The amount of

\$38,250.03

For the account of

Michael R Ansley [REDACTED] 8570

The promissory note is MISSING/ILLEGIBLE despite reasonable attempts made by Sallie Mae to locate ORIGINAL/PRODUCE A LEGIBLE promissory note. A copy of the original promissory note IS/CAN NOT BE attached. Sallie Mae agrees to provide the original document to the Department of Health and Human Services if it is found.

In consideration of the Department of Health and Human Services' (HHS) payment of the claim filed by Sallie Mae for the above referenced HEAL account of

Michael R Ansley [REDACTED] 8570

Sallie Mae agrees to repurchase the loans(s) related to the MISSING/ILLEGIBLE promissory note(s) from HHS if HHS is unable to fully collect the amount due on the judgement related to the loan because of the MISSING/ILLEGIBLE promissory notes(s), either at trial or as documented in the writing by the Assistant United States Attorney to whom the loan(s) or judgement thereon would be assigned for trial. The repurchase price of the loan(s) by HHS pursuant to Sallie Mae's insurance claim, plus interest at the applicable promissory note or judgement interest rate, plus and direct costs of HHS in its litigation activities incurred relating to the MISSING/ILLEGIBLE promissory notes(s), such as deposition, travel or transcript fees.

Name: Diane E Klings

Title: Claims Analyst

Sworn before me this 06 day of June, 2002.

Diane Klings

(Notary Public)

My commission expires 12/13/04

Notarial Seal

Dianna L. Gardjulis, Notary Public

Hanover Twp., Luzerne County

My Commission Expires Dec. 13, 2004



